

Rowell Ranch Rodeo/Special Events Paperwork Check Off List of Paperwork/Permits Needed to be Turned in

Event Na	ame:
Special	Events
	Application
	Deposit
	Clean Up Agreement
	Special Event Insurance (5 million general liability insurance)
Are you pla	anning on selling food? Food trucks? You will need the following (30 days before the scheduled event): Temporary Events Sponsor Permit
-	Each food vendor will need a Temporary Food Facility Permit
	If doing Open Flame Cooking, you will need to get a Permit through the Alameda County Fire Department.
Are you pla	anning on selling liquor?
X	ABC Permit (Daily and Per Booth)
	Safe Serve or Equivalent Training
	anning on serving liquor?
X	ABC Permit
K	anning on having vendors selling nonfood items? You will need to provide a list with vendor information. anning on having a bounce house?
	You will need to provide insurance from the vendor listing us as additional insured.
Are you pla	anning on having a DJ?
	You will need to provide insurance from the vendor listing us as additional insured.
If you have	XXX number of people you will also need:
*	Traffic Control Plan
	Parking Plan
	Security Plan including fire, ambulance and law enforcement.
Rodeo (a	additional Items Needed)
	Policy Governing Rodeo Animals Signed
	Ambulance Information
	Separate Location for Freedom of Speech Area (added to the Security Plan)
	Stock Contractor Information Form
	Veterinary Information Form
1	



Rental of Rowell Ranch Park Special Event Application

Name: Nowell Name:	P: 945
Address: 21728 EDEN CYN City: CASTRO VALLEYZII Phone: 510-915-0575 Email: RUSSFIELD Alternate Phone: If it is for an Organization, please fill out the organization information below: Organization Name: ROBELL RADCH ROBEO	P: 945
Phone: 510-915-0575 Email: RUSSITIEUD Alternate Phone: If it is for an Organization, please fill out the organization information below: Organization Name: Robert Robert	
Alternate Phone: If it is for an Organization, please fill out the organization information below: Organization Name: Rawell Rawell Robeo	
Organization Name: ROBELL RADON ROBEO	
Organization Name: ROBELL RADON ROBEO	
	o:
Organization Phone:	
Event Information:	
Expected Attendance: 2000 Name of Event:	
Type of Event (i.e. picnic, wedding, birthday, rodeo etc):	
Date(s) of Event: MAY 13-27	
Area Needed: Picnic Area Arena Deper Parking Lot Lower	Parking Lot
Day of Event:	
Person in Charge: Russ Heuds Cell Phone # 510-915	- 057
Will you be collecting an entrance fee onsite? Yes No If yes, what is the Yes No If yes, what is the Yes If yes, what is the	e fee?
Is it a free event? Yes X	
Is this a private event?	
Is this event open to the public? Is this event for minors under age 18? Yes No No	

Please complete the back of the application.



LESSEE'S AGREEMENT/LIABILITY RELEASE:

In consideration of use of the Rowell Ranch Rodeo Park for the purpose of facilitating an event, the Renter waives any and all claims against the Hayward Area Recreation and Park District and its respective officers, agents, employees, and volunteers (the "Releasees") and covenants that the Releasees shall not be liable for any damage and or liability of any kind or for any injury to or death of persons or damage to or theft of property of Renter's officers, directors, employees, agents, partners, contractors, subcontractors, vendors, suppliers, customers, visitors, invitees, licensees, and concessionaires (collectively, "Permittees"), including but not limited to any injured animals, or to any other person during Renter's possession of the Rowell Ranch Rodeo Park hereunder, from any cause whatsoever, by reason of the use, occupancy and enjoyment of the Rowell Ranch Rodeo Park by Renter or any of Renter's employees, contractors or agents.

INDEMNIFICATION: Renter shall indemnify and save harmless Releasees and hold them harmless from any and all claims, actions, damages, liability, cost, and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the Rowell Ranch Rodeo Park or the occupancy or use by Renter or its Permittees or the Rowell Ranch Rodeo Park or any part thereof, or arising from or out of the Renter's failure to comply with the Rodeo Park and Animal Welfare Policies or occasioned wholly or in part by any act or omission of Renter or its Permittees. In the event the District or any other part so indemnified shall be made a party to any litigation commenced by or against the Renter, or related to a matter for which the Releasees would be indemnified hereunder or if Releasees, in their reasonable discretion, determine that they must intervene in such litigation to protect their interest hereunder, including, without limitation, the incurring of costs, expenses, and attorneys' fees in connection with relief of the Renter, then Renter shall defend, protect, and hold them harmless with attorneys satisfactory to the District and shall pay all costs, expenses and reasonable attorneys' fees in connection with such litigation. The Releasees shall have the right to engage their own attorneys in connection with any of the provisions of this Paragraph.

I have read and understand the required policies for this reservation.

I understand that a certificate of insurance with a minimum of \$5,000,000.00 General Liability Coverage with a secondary endorsement (form # CG 20 26 07 04) must be provided naming Hayward Area Recreation and Park District (1099 E Street, Hayward, CA 94541) as additionally insured and the certificate holder.

Signature

_____ 4-5- Z.Z.

Date signed

Date signi

Date of the rental MAy/3-22 at the Rowell Ranch Park, 9725 Dublin Canyon Road, Castro Valley, CA 94552



Rowell Ranch Release and Indemnification Provision Rowell Ranch Park

RELEASE: In consideration of the use of Rowell Ranch Rodeo Park (the "Park") for the purposes allowed under this Permit, the Renter waives any and all claims against the Hayward Area Recreation and Park District ("HARD") and its elected officials, officers, employees, agents, contractors and volunteers (collectively "Released Parties") and covenants that the Released Parties shall not be responsible or liable for any loss, liability, damage of any kind for any injury to or death of any person, damage to property, including animals, and any other loss or liability of any kind, including, but not limited to, loss or theft of the property of Renter and/or Renter's officers, directors, partners, employees, agents, contractors, subcontractors, vendors, suppliers, customers, visitors, invitees, licensees and concessionaires (collectively "Renter and Renter's Parties") occurring during the term of this Permit or during Renter's and Renter's Parties' access to and use and occupancy of the Park. Renter, and anyone claiming through or under Renter, expressly waives any right Renter may have under Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.

Renter's Initials:

INDEMNIFICATION: Renter shall indemnify, defend and hold harmless Released Parties from and against all claims, actions, damages, demands, liability, losses, costs and expenses, including attorneys' fees, resulting, actually or allegedly, from personal injuries, including loss of life, damages to property, including injuries to or death of any animal, and/or any other loss or liability arising in any way from (i) Renter's and Renter's Parties' access to and use and occupancy of the Rowell Ranch Park, or any portion thereof, (ii) Renter's and Renter's Parties' doing of any activity, including, but not limited to, any rodeo events, performance, practice or training (collectively "Rodeo Activity"), occurring on the Rowell Ranch Park, or any portion thereof, or any property adjacent to the Rowell Ranch Park, (iii) Renter's and Renter's Parties' ownership, handling and care of any animal involved in any Rodeo Activity, (iv) Renter's and Renter's Parties' sale, vending or transfer of any food, beverage or other product on Rowell Ranch Park, or any portion thereof, or on any property adjacent to Rowell Ranch Park, (v) any third-party activity occurring on the Rowell Ranch Park, or any portion thereof, or on any property in the vicinity of the Rowell Ranch Park, in relation to the holding of rodeo events or activities at Rowell Ranch Park, (vi) Renter's and/or Renter's Parties' failure to comply with any federal, State, local and HARD statutes, regulations, rules or guidelines, including, but not limited to, Animal Welfare Policies, and (vii) any act performed under this Permit by Renter and/or Renter's Parties or any failure to act or omission of Renter or Renter's Parties.

Renter's indemnity and defense obligation shall commence upon the receipt of any demand, claim or action in regards to any matter covered herein. HARD shall have reasonable approval rights of counsel selected by Renter to defend the Released Parties. Renter agrees to pay the Released Parties' costs incurred in the defense of any matter covered under hereunder. Alternatively, HARD may decide, in its sole discretion, to retain its own counsel to represent it in any such matter and Renter shall, in such case, pay all reasonable attorneys' fees, costs and expenses incurred thereby. If any of the Released Parties is not a party to any demand, claim or action, but any of the Released Parties determines that it must intervene in an action to protect its interests, then Renter shall pay all reasonable attorneys' fees, costs and expenses incurred by the Release Party(ies) and the amount of any judgment rendered against or any settlement entered by the Released Party(ies).

This Release and Indemnity shall survive the expiration or termination of this Permit.

I have read and understand the required policies for this reservation. I understand that a certificate of insurance with a minimum of \$5,000,000.00 General Liability Coverage with a secondary endorsement (form #CG 20 26 07 04) must be provided naming the Hayward Area Recreation and Park District as an additionally insured party and the certificate holder. Also, the insurance policy must identify the date and location of the rental subject to this Permit.

Signature

Date signed



Policy Governing Rodeo Animals/Livestock

The purpose of this policy is to establish guidelines and criteria for rodeo and rodeo related activities relative to humane treatment of rodeo animals/livestock.

General

It is recognized that the production of, and participation in rodeos, is permitted in the State of California. It is further recognized that there is an ongoing concern for and the need of adequate rules and regulations governing the humane treatment and welfare of animal/livestock utilized in rodeo activities.

It is, therefore, the goal of the Board of Directors of the Hayward Area Recreation and Park District, to establish parameters for conducting rodeo events consistent with interests in such activities and in the humane treatment and general welfare of the animals/livestock involved.

The Procedures described shall apply to any organization, group or individual, who wishes to utilize a District facility for rodeo and/or rodeo related activities.

Procedure

- 1. The Alameda County Animal Control Office and the SPCA shall be notified by the District not less than fourteen (14) calendar days in advance of any rodeo and/or rodeo event to be conducted on District property.
- 2. The presence of a licensed veterinarian shall be required at all rodeos and rodeo related activities. A veterinarian's presence is the total responsibility of the applicant. No event may be held unless a veterinarian is in attendance. The attending veterinarian cannot be a participant in the rodeo.

Veterinarian's Name:	P.O. BOX 5123 PICASANTON CA. 94566			
Address:	P.O. BOX 5123 PIDAGASTON CA. 94641			
City. State, Zip:	1000			
Contact No:	510 - 449-1311			
Email:	PREELLYY @ YA HOOD. COM			

- 3. The Alameda County Animal Control Officer, and/or the SPCA representative, and/or the veterinarian, shall have access to the complete site of any activity involving animals regardless of the sponsorship of any such activity.
- 4. The Animal Control Officer, the SPCA representative, and/or the veterinarian may exercise complete and unilateral authority over the treatment and utilization of animals/livestock. In the event it is their decision that an animal is being mistreated or is unable to be utilized, the representative shall communicate this decision to the Permit Holder for compliance. This decision will also be communicated to a representative of the Hayward Area Recreation and Park District. Failure to comply may result in a citation issued by the appropriate animal control agency, other agencies, or Park Rangers, or by administrative fine levied by the District.
- 5. Contest events involving rodeo animals/livestock shall be limited to the following events: (Please check all events that apply to your rodeo.)

Bareback Riding B. Saddle Bronc Riding C. Bull Riding

D. Calf Roping E. Steer Wrestling F. Daily Team Roping

In the case of Junior Rodeos and High School Rodeos, Goat Tying, Steer Stopping and Break Away Roping are allowed.

6. Events such as steer dressing, pig, and/or chicken scrambles, greased animal scrambles, cowboy teeter-totter, cowboy poker, and mutton busting are strictly prohibited.

<u>Alameda County Ordinance Code is hereby amended as follows: Section 5.08.175 – Ovine animals.</u>

No person shall climb on top of, ride, or attempt to ride any ovine animal (sheep), or to cause any other person to do so, whatsoever for the purpose of entertainment, sport or practice, including a rodeo.

7. Rules and regulations of the Professional Rodeo Cowboys Association (PRCA) and the State of California Regulations, particularly those governing rodeo animals/livestock which ensure humane treatment of animals/livestock and rules which pertain to conduct restrictions and disciplinary action, shall be strictly adhered to and enforced.

Additionally, special attention will be given to the following:

- A. All horned roping stock shall be fitted with horn wraps.
- B. Fleece-lined flanking straps shall be used on bucking horses shall be of the quick-release type.
- C. Roping animals shall not be "jerked down" and shall not be dragged.
- D. No animal shall be beaten or cruelly prodded. Rolling ahead is the preferred method to get the animals out of the chutes.

California State Law (Penal Code 596.7)

- e) The rodeo management shall ensure that no electric prod or similar device is used on any animal once the animal is in the holding chute, unless necessary to protect the participants and spectators of the rodeo.
- f) A violation of this section is an infraction and shall be punishable as follows:
 - (1) A fine of not less than five hundred dollars (\$500) and not more than two thousand dollars (\$2,000) for a first violation.
 - (2) A fine of not less than one thousand five hundred dollars (\$1,500) and not more than five thousand dollars (\$5,000) for a second or subsequent violation.
- E. Calf roping livestock to be at the minimum weight of two hundred twenty (220) pounds and a maximum weight of two hundred eighty (280) pounds as specified in the PRCA rules. In Junior Rodeos and High School Rodeos, calves shall be at a minimum of two hundred (200) pounds and a maximum of two hundred twenty-five (225) pounds.
- F. In Goat Tying events, a ratio of five (5) contestants per animal, per day, shall not be exceeded.
- G. Attending Veterinarian.

California State Law (Penal Code 596.7) (d)

- (1) Any animal that is injured during the course of, or as a result of, any rodeo event shall receive immediate examination and appropriate treatment by the attending veterinarian or shall begin receiving examination and appropriate treatment by a veterinarian licensed to practice in this state within one hour of the determination of the injury requiring veterinary treatment.
- (2) The attending or on-call veterinarian shall submit a brief written listing of any animal injury requiring veterinary treatment to the Veterinary Medical Board within 48 hours of the conclusion of the rodeo.
- (3) The rodeo management shall ensure that there is a conveyance available at all times for the immediate and humane removal of any injured animal.
- 8. The Hayward Area Recreation and Park District reserves the right to assign appropriate personnel to ensure that this policy is adhered to at the applicant's expense.

Responsibility

It shall be the applicant's responsibility to assure the aforementioned Rules, Regulations, Conditions and Procedures are carried out to their fullest intent.

Penalty

Failure of compliance may result in temporary cessation or complete cancellation of the activity and/or the issuance of a citation(s)/fine(s). The Hayward Area Recreation and Park District may impose a penalty including banning or suspension.

	Stock Contractor Information	e a penalty including banning or suspension.
Stock Contractor Name:	FIYIDG U RO	beo
Address:	320 5th ST	
City, State, Zip:	MARYSVILLE CA.	95901
Contact No:		
Email:	Renoe Rosser Ro al stock contractor, a stock contractor form nee	deo, Com
The presence of an ambulance otal responsibility of the applica	shall be required at all rodeos and rodeo relate nt. No event may be held unless an ambulanc	d activities. An ambulance presence is the e is onsite.
Ambulance Company:	ROYAL	
Address:	14472 Wicke Blus	
City, State, Zip:	34N LEADINO	94577
Contact Rep:		
Contact Phone Number:	510-343-2780	
Contact Email:		
	Application/Organization Certific	cation
ind Park District governing the I	and will comply with the foregoing policy and pr numane treatment of rodeo animals/livestock. I m the applicant and/or the organization I repres	rocedure of the Hayward Area Recreation Further, I shall assume the responsibility to
Organization:	Coved losses loses	Date (s) of Activity: May 13-77
Signature of Applicant:	/ Kum Je	Date:
Signature of Stock Contracto	or: Alla Dall	Date:
Signature of Veterinarian:	To your Kneed	Date:



Rowell Ranch Park

Stock Contractor Name:	Cotton Rosser
Street Address:	320 STR ST
City, State, Zip:	MARYSVILLE CA. 95901
Phone:	530-218-3873
Email;	Kende Rosser Robeo. Com
Date(s) of Rodeo Events:	MAY 20-22
employees and volunteers (the 'of any kind or for any injury to or employees, agents, partners, co concessionaires (collectively, "P Renter's possession of the Rowe occupancy and enjoyment of the INDEMNIFICATION. Renter sha claims, actions, damages, liability including loss of life, personal ing Rowell Ranch Rodeo Park or the part thereof, or arising from or or occasioned wholly or in part by a so indemnified shall be made a	It the Hayward Area Recreation and Park District and its respective officers, agents, (Releasees") and covenants that the Releasees shall not be liable for any damage or liability death of persons or damage to or theft of property of Renter's officers, directors, intractors, subcontractors, vendors, suppliers, customers, visitors, invitees, licensees and ermittees"), including but not limited to any injured animals, or to any other person during all Ranch Rodeo Park hereunder, from any cause whatsoever, by reason of the use, a Rowell Ranch Rodeo Park by Renter or any of Renter's employees, contractors or agents. It indemnify and save harmless Releasees and hold them harmless from any and all by, cost and expense, including reasonable attorneys' fees, in connection with all losses, jury and/or damage to property, arising from or out of any occurrence in, upon or at the expectation of costs, or any act or omission of Renter or its Permittees of the Rowell Ranch Rodeo Park or any out of the Renter's failure to comply with the Rodeo Park and Animal Welfare Policies, or any act or omission of Renter or its Permittees. In the event the District or any other party party to any litigation commenced by or against the Renter, or related to a matter for indemnified hereunder or if Releasees, in their reasonable discretion, determine that they to protect their interest hereunder, including, without limitation, the incurring of costs,



Rowell Ranch Park

Clean Up Agreement

	Event	Date of Event
l,		agree to restore the grounds, parking lot, and adjacent
	Applicant	
roadways a	and slopes to pre-existing clean conditions. If the	he grounds are not cleaned to the
satisfactio	n of the Hayward Area Recreation and Park Di	istrict, I
		Applicant
will forfeit ti	ne security/cleaning deposit and be liable for an	ny additional cleanup costs, and the applicant may lose the ability
to ront Dow	vell Ranch Rodeo Park in the future.	
to rent Roy	eli Kalicii Kodeo Faik ili lile iulule.	
		<u></u>
	Applicant Signature	Date
• • • • • • • • • • • • • • • • • • • •		•••••
	Applicant <u>has</u> cleaned the grounds satisfac	torily
	_	
	Applicant <u>has</u> cleaned the grounds satisfac	torny
	H.A.R.D. Caretaker	Date



Code of Conduct

Hayward Area Recreation and Park District is committed to serving the Greater Hayward Area with the highest quality program experience. We are committed to providing a positive recreational experience. In order to ensure that all participants and staff are provided a positive, safe and open experience the following "Code of Conduct" expectations will apply. Please immediately report any concerns to District staff or call (510) 881-6700.

Participants and Staff are expected to:

- 1. Follow and adhere to all District, Local, State and Federal Laws, Regulations and/or Local Ordinances with regard to behavior. Parents and guardians of minors are responsible for adherence to District Regulations for those in their care.
- 2. Participants and Staff are expected to be considerate of others. Treat others with kindness, courtesy, and respect.
- 3. Refrain from using abusive, obscene, threatening, harassing, insulting or suggestive language or gestures.
- 4. Refrain from engaging in (or threatening) physical violence, intimidation, assault, or battery, including but not limited to unwanted/unsolicited touching.
- 5. Protect and respect the facility and grounds of the District including equipment, supplies, furnishings and landscaping. Report any vandalism to staff or call (510) 881-6700.
- 6. Refrain from loitering or sleeping in facilities or on District grounds or using public areas such as restrooms for personal hygiene (shaving, bathing, etc.).
- 7. Specific District authorization, permit and approval are required for video or audio recording on District property.
- 8. Offensive body odors that affect others including the use of scented products or insufficient personal hygiene may result in being asked to leave our facilities or programs until offensive odors are eliminated, remedied or limited.
- 9. For safety, individuals must be able to care for themselves while partaking in Center activities. Staff may determine for the participant's safety that it is required for the patron to be accompanied by an attendant. The attendant is required to remain with patron during activities and on the premises for the duration of participation.



COVID-19 Informed Consent and Acknowledgement of Risk Compliance Statement

For All User Groups Requesting Use of Hayward Area Recreation and Park District Facilities

It is understood that promoting public health is a shared responsibility and that every member of the community must do their part to minimize risks. The Hayward Area Recreation and ParkDistrict Facility Use Agreement provides that your organization comply with all Applicable Law,Rules, & Regulations which includes, in part, "...all applicable public health rules, regulations,orders, and/or guidance in effect at the time of the use of the facility..." As such, your organizationhas a contractual obligation to conduct your activity in a manner consistent with current CaliforniaDepartment of Public Health (CDPH) and Alameda County Department of Public Health (ACDPH)guidance.

ACDPH guidance is on its website at: www.acphd.org.

The guidance includes, but is not limited to, collection of informed consent of participants, development and implementation of a Return to Play Safety Plan, development and implementation of a Site Specific Plan, and certain other preventive measures designed to limit the spread of COVID-19. By signing below, you are confirming that your organization is in compliance with all relevant public health guidance including, but not limited to, CDPH and ACDPH guidance regarding obtaining and retaining the informed written consent from all the parents/guardians of participants, development of Return to Play Safety Plan(s), and development of Site Specific Plan(s), prior to participation in any activity at Hayward Area Recreation and Park District (District) facilities. Yourorganization's informed consent form must include a statement that the participant assumes all risks in connection with his/her participation in the activity and waives, releases and discharges the District, and its elected officials, officers, employees and agents (collectively District Parties), from any and all claims for damages for injury, harm or illness, including, but not limited to contracting COVID-19, that may result from participation in the activity. Your organization agrees to indemnify and defend the District and the District Parties against and release them from any claim, action or lawsuit filed by any program participant or other third-party for damages for injury, harm or illness that may result from the use of District Facilities, except those resulting from the gross negligent or willful misconduct of the District or District Parties.

I HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AND HEREBY KNOWINGLY AND WILLING ACKNOWLEDGE THE OBLIGATOINS AND REQUIREMENTS OF THE CONTRACT AND VERIFY COMPLIANCE THEREWITH.

Rouxels Roard Parl	
Name of Organization/Team	Season Date(s)
CRUSS FIELDS	President
Name (Printed)	Title
Kunda	
Signature	Date